

RECORDATION NO. 21807

FILED

NOV 25 '98

11-55 AM

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OF COUNSEL
URBAN A. LESTER

November 25, 1998

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of a Security Agreement, dated October 28, 1998, a primary document as defined in the Board's Rules for the Recordation of Documents.

The names and addresses of the parties to the enclosed document are:

Debtor: Midwest Locomotive Leasing & Sales, Inc.
221 W. 74th Terrace
Kansas City, Missouri 64114

Secured Party: Country Club Bank
414 Nichols Road
Kansas City, Missouri 64112

A description of the railroad equipment covered by the enclosed document is:

3 locomotives bearing reporting marks and road numbers
NEKM 6550, NEKM 63, and NEKM 2153

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SURFACE TRANSPORTATION
BOARD

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Counterparts - *[Signature]*

Mr. Vernon A. Williams
November 25, 1998
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Also enclosed is a check in the amount of \$26.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "Robert W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/bg
Enclosures

SECURITY AGREEMENTAs Security for a Loan
From COUNTRY CLUB BANK

NOV 25 '98

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1. DATE AND PARTIES. The date of this Security Agreement (Agreement) is October 28, 1998, and the parties (along with the correct mailing addresses) are the following:

OWNER:

MIDWEST LOCOMOTIVE LEASING & SALES, INC.
a MISSOURI corporation
221 W. 74th Terrace
Kansas City, Missouri 64114
Tax I.D. # 43-1807164

BANK:

COUNTRY CLUB BANK
a national banking association
414 Nichols Road
Kansas City, Missouri 64112
Tax I.D. # 44-0574255
Branch No. TRFCWY

2. OBLIGATIONS DEFINED. The term "Obligations" is defined as and includes the following:

- A. A promissory note, No. 104493, (Note) dated August 19, 1998, and executed by MIDWEST LOCOMOTIVE LEASING & SALES, INC. (Borrower) payable to the order of Bank, which evidences a loan (Loan) to Borrower in the amount of \$400,000.00, plus interest, and all extensions, renewals, modifications or substitutions thereof, together with the other obligation as defined below.
- B. All debt to Borrower from Bank.. The preceding obligation and the Note described above shall be collectively referred to as "Loan" herein.
- C. All future advances by Bank to Borrower, to Owner, to any one of them or to any one of them and others (whether or not this Agreement is specifically referred to in the evidence of indebtedness with regard to such future and additional indebtedness).
- D. All additional sums advanced, and expenses incurred, by Bank for the purpose of insuring, preserving or otherwise protecting the Collateral (as herein defined) and its value, and any other sums advanced, and expenses incurred by Bank pursuant to this Agreement, plus interest at the same rate provided for in the Note computed on a simple interest method.
- E. All other obligations, now existing or hereafter arising, by Borrower owing to Bank to the extent the taking of the Collateral (as herein defined) as security therefor is not prohibited by law, including but not limited to liabilities for overdrafts, all advances made by Bank on Borrower's, and/or Owner's, behalf as authorized by this Agreement and liabilities as guarantor, endorser or surety, of Borrower to Bank, due or to become due, direct or indirect, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several, or joint and several.
- F. Borrower's performance of the terms in the Note or Loan, Owner's performance of any terms in this Agreement, and Borrower's and Owner's performance of any terms in any deed of trust, any trust deed, any trust indenture, any mortgage, any deed to secure debt, any other security agreement, any assignment, any construction loan agreement, any loan agreement, any assignment of beneficial interest, any guaranty agreement or any other agreement which secures, guaranties or otherwise relates to the Note or Loan.

However, this security interest will not secure another debt if Bank fails to make any disclosure of the existence of this security interest required by law for such other debt.

3. COLLATERAL. To secure the Obligations and in consideration of the Loan, Owner hereby grants, conveys and transfers to Bank a continuing security interest to secure the Obligations in the following type(s) (or items) of property (Collateral), whether now owned or hereafter acquired:

Equipment
Leases-Rents

which includes (but is not limited to) the following described property:

NEKM Locomotive #6550; NEKM Locomotive #63; NEKM Locomotive #2153

The term "Collateral" further includes, but is not limited to, the following property, whether now owned or hereafter acquired, and whether or not held by a bailee for the benefit of the Owner or owners, all: accessions, accessories, additions, fittings, increases, insurance benefits and proceeds, parts, products, profits, renewals, rents, replacements, special tools and substitutions, together with all books and records pertaining to the Collateral and access to the equipment containing such books and records including computer stored information and all software relating thereto, plus all cash and non-cash proceeds and all proceeds of proceeds arising from the type(s) (items) of property listed above.

Pertaining to the equipment portion of the Collateral, the term "Collateral" shall include, but not be limited to, wherever located, furniture, accessions, non-titled vehicles that are not held for resale, trailers, tools, machinery, equipment, supplies, all proceeds thereof and proceeds of proceeds thereof.

4. LOCATION OF THE COLLATERAL. The location of the Collateral is given for the purpose of aiding in the identity of the Owner and, only to the extent necessary, aiding in the identification of the Collateral. It does not in any way limit the scope of the security interest granted to Bank. Owner shall notify Bank in writing prior to any change in location of any of the Collateral. Except as otherwise provided in this Agreement, the Collateral will be located at: MIDWEST LOCOMOTIVE LEASING & SALES, INC. Except as otherwise provided herein, the Collateral shall not be removed without the prior written consent of Bank, except as required in the ordinary course of business.
5. USE OF THE COLLATERAL. Owner represents and warrants that the Collateral will be used solely (or primarily) for business purposes.
6. OTHER CLAIMS. Except for the security interest granted in this Agreement, Owner represents, warrants and covenants that Owner is the exclusive owner of the Collateral which now is and will continue to be free from any liens, encumbrances, security interests, restrictions, set-offs, adverse claims and assessments, except as disclosed in writing to Bank, prior to any advance on the Loan; and
- A. Owner has the right and authority to make this Agreement.

- B. Owner will defend the Collateral against all claims of all persons claiming any interest in it.
 - C. the execution and delivery of this Agreement will not violate any agreement governing Owner or to which Owner is a party.
 - D. this Agreement relating to the Collateral is enforceable in accordance with its terms, is genuine and complies with laws concerning form, content and manner of preparation and execution, and all persons obligated on this Agreement have authority and capacity to contract and are bound as they appear to be.
7. **TRANSFER OF COLLATERAL.** Owner will not sell, offer to sell, lease, or otherwise transfer or encumber the Collateral or any interest in the Collateral without the prior written consent of Bank which Owner agrees may be reasonably withheld without regard to the creditworthiness of any buyer or transferee. Owner agrees further that Owner will not sell, offer to sell, lease, or otherwise encumber the Collateral or any interest in the Collateral, to insiders, principals, competitors, and dealers in the same line of goods or business, without prior written consent of the Bank. Owner will not permit the Collateral to be the subject of any court order affecting Owner's rights to the Collateral in any action by any person other than Bank.
8. **TAXES.** Owner will pay when due all taxes and assessments which may be levied or assessed against Owner or against the Collateral, including but not limited to sales taxes, use taxes, personal property taxes, documentary stamp taxes, franchise taxes, income taxes, withholding taxes, FICA taxes and unemployment taxes. Owner covenants that Owner will provide timely proof of payment of such taxes and assessments, at least quarterly and also upon Bank's request.
9. **INSURANCE.** Owner will keep the insurable portion of the Collateral at all times insured against risk of loss or damage by fire (including so-called extended coverage), theft, flood and all other casualties, all in such amounts, under such forms of policies, upon such terms, for such periods, and written by such companies as Bank may approve. Owner shall arrange for Bank to be named and endorsed as lender loss payee on any such policy. Losses in all cases shall be payable to Bank, as Lender, and Owner as their interests may appear on this policy. Bank may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring the Collateral. Bank will apply such proceeds toward what is owed on the Obligations. In the event of any loss, Bank may require additional security or assurance of payment of the secured obligation as a condition of permitting any insurance benefits to be used for repair or replacement of the Collateral. Owner shall maintain the insurance required hereunder until the Obligations are paid in full. All such policies of insurance shall provide for at least 30 days prior written notice of amendment or cancellation to Bank and shall contain a standard breach of warranty endorsement in favor of Bank. Owner shall furnish Bank with certificates of such insurance or other evidence satisfactory to Bank as to compliance with the provisions of this section. Owner hereby authorizes Bank to act, at Bank's option, as attorney-in-fact for Owner in acquiring, making, adjusting, or settling claims under or cancelling such insurance and endorsing Owner's name on any drafts, checks or other instruments drawn by insurers of the Collateral.
10. **CONDITION OF THE COLLATERAL.** Owner represents, warrants and covenants that the Collateral is in good condition. Owner agrees that Owner will immediately notify Bank of any loss or damage. Owner will not cause or permit waste or destruction of the Collateral. Owner hereby authorizes Bank to examine the Collateral wherever located at any time during ordinary business hours, upon reasonable notice or at any other reasonable time.
- Pertaining to the tangible property portions of the Collateral, Owner, at Owner's expense, will keep it in good condition and replace and repair, in a timely manner, all parts of the Collateral as may be worn out or damaged without allowing any lien to be created upon the Collateral.
11. **BANK'S DUTY TO ACT.** Bank's duty, with reference to the Collateral and any books and records pertaining to the Collateral, shall be solely to use reasonable care in the custody and preservation of the Collateral and such books and records in Bank's possession, which shall not include any steps necessary to preserve rights against prior parties nor the duty to send notices, perform services or take any action in connection with the management of the Collateral nor the duty to protect, preserve or maintain any security interest given to others by Owner or other parties. Bank shall be under no duty to exercise or to withhold the exercise of any of the rights, remedies, powers, privileges and options expressly or impliedly granted to Bank in this Agreement, and Bank shall not be responsible or liable for any failure to exercise such rights, nor for its delay in so doing.
12. **POSSESSION.** Until default, Owner may have possession of any Collateral not delivered or to be delivered to Bank and use it in any lawful manner not inconsistent with this Agreement or any policy of insurance. Upon default Bank shall have immediate right to possession of such Collateral.
13. **VIOLATIONS OF LAW.** Owner shall not use the Collateral in violation of any municipal, state or federal law or regulation nor in violation of any order of any governmental regulatory agency.
14. **CORPORATE WARRANTIES AND REPRESENTATIONS.** If Owner is a corporation, Owner makes to Bank the following warranties and representations which shall be continuing so long as the Obligations remain outstanding:
- A. Owner is a corporation which is duly organized and validly existing in Owner's state of incorporation as represented in the DATE AND PARTIES paragraph above; Owner is in good standing under the laws of all states in which Owner transacts business; Owner has the corporate power and authority to own the Collateral and to carry on its business as now being conducted; Owner is qualified to do business in every jurisdiction in which the nature of its business or its property makes such qualification necessary; and Owner is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.
 - B. The execution, delivery and performance of this Agreement by Owner and the borrowing evidenced by the Note: (1) are within the corporate powers of Owner; (2) have been duly authorized by all requisite corporate action; (3) have received all necessary governmental approval; (4) will not violate any provision of law, any order of any court or other agency of government or Owner's Articles of Incorporation or Bylaws; and (5) will not violate any provision of any indenture, agreement or other instrument to which Owner is a party or to which Owner is or any of Owner's property is subject, including but not limited to any provision prohibiting the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Owner's property or assets. The Note and this Agreement when executed and delivered by Owner will constitute the legal, valid and binding obligations of Owner, and of the other obligors named therein, if any, in accordance with their respective terms.
 - C. All other information, reports, papers and data given to Bank with respect to Owner or to others obligated under the terms of this Agreement are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Bank a true and accurate knowledge of the subject matter.
 - D. Owner has not changed its name within the last six years, unless otherwise disclosed in writing; other than the trade names or fictitious names actually disclosed to Bank prior to execution of this Agreement, Owner uses no other names; and until the Obligations shall have been paid in full, Owner hereby covenants and agrees to preserve and keep in full force and effect its existing name, corporate existence, rights, franchises and trade names, and to continue the operation of its business in the ordinary course.
15. **CHANGE OF NAME OR ADDRESS.** Owner shall notify Bank in writing prior to any change in Owner's name or, if an organization, any change in identity or structure. Owner also will notify Bank in writing prior to any change in Owner's address.
16. **EVENTS OF DEFAULT.** Owner shall be in default upon the occurrence of any of the following events, circumstances or conditions (Events of Default):

- A. Failure by any party obligated on the Obligations to make payment when due; or
 - B. A default or breach by Borrower, Owner or any co-signer, endorser, surety, or guarantor under any of the terms of this Agreement, the Note, any construction loan agreement or other loan agreement, any security agreement, mortgage, deed to secure debt, deed of trust, trust deed, or any other document or instrument evidencing, guarantying, securing or otherwise relating to the Obligations; or
 - C. The making or furnishing of any verbal or written representation, statement or warranty to Bank which is or becomes false or incorrect in any material respect by or on behalf of Owner, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or
 - D. Failure to obtain or maintain the insurance coverages required by Bank, or insurance as is customary and proper for the Collateral (as herein defined); or
 - E. The death, dissolution or insolvency of, the appointment of a receiver by or on behalf of, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Owner, Borrower, or any co-signer, endorser, surety or guarantor of the Obligations; or
 - F. A good faith belief by Bank at any time that Bank is insecure with respect to Borrower, or any co-signer, endorser, surety or guarantor, that the prospect of any payment is impaired or that the Collateral (as herein defined) is impaired; or
 - G. Failure to pay or provide proof of payment of any tax, assessment, rent, insurance premium, escrow or escrow deficiency on or before its due date; or
 - H. A material adverse change in Owner's business, including ownership, management, and financial conditions, which in Bank's opinion, impairs the Collateral or repayment of the Obligations; or
 - I. A transfer of a substantial part of Owner's money or property.
17. **REMEDIES ON DEFAULT.** At the option of Bank, all or any part of the principal and accrued interest on the Note and the Obligations shall become immediately due and payable without notice or demand, upon the occurrence of an Event of Default or at any time thereafter. In addition, upon the occurrence of any Event of Default, Bank shall be entitled to all of the remedies provided by law, the Note and any related loan documents. Bank is entitled to all rights and remedies provided at law or equity whether or not expressly stated in this Agreement. By choosing any remedy, Bank does not waive its right to an immediate use of any other remedy if the event of default continues or occurs again. Bank shall have all the remedies of a secured party under:
- A. Article 9 of the Missouri Uniform Commercial Code;
 - B. all other Missouri laws;
 - C. this Agreement;
 - D. any instrument evidencing the Obligations;
 - E. any other applicable security, loan, guaranty or surety agreements pertaining to the Obligations; and
 - F. the common law, including Bank's right of set-off.

Bank may require Owner to assemble all or any portion of the Collateral and make it available to Bank at a place to be designated by Bank which is reasonably convenient to both parties. Bank shall have the right to enter and/or remain upon the premises of Owner, or any other place where any of the Collateral is located and kept, but in doing so Bank may not breach the peace or unlawfully enter onto Owner's premises, without any obligation to pay rent to Owner or others, and

- A. remove Collateral therefrom to the premises chosen by Bank or any agent of Bank for such time as Bank may desire in order to maintain, sell the Collateral and/or liquidate the Collateral; or
- B. use such premises together with materials, supplies, books, and records of Owner to maintain possession and/or the condition of the Collateral and to prepare the Collateral for selling, liquidating, or collecting and to conduct the selling, liquidating or collecting.

Except where the law permits the sale or disposition of Collateral without notice, any notice of sale, disposition or other intended action by Bank, sent at least ten days prior to such action to the last known address of Owner as shown on Bank's records, shall constitute reasonable notice. The following reasonable expenses relating to default and collection shall be secured by this Agreement and added to the Obligations:

- A. expenses for taking, holding, preparing for sale, or selling the Collateral, or similar expenses;
- B. advances made for the above purposes and advances relating to the Collateral made on Owner's behalf as permitted herein; and
- C. reasonable attorneys' fees, paralegal fees and other legal expenses to the extent not prohibited by law, including, but not limited to, any such fees, costs, and expenses incurred in or related to the collecting, protecting and enforcing of liabilities, any negotiations or legal proceedings, including, but not limited to, any bankruptcy proceedings, or any actions in or related to any bankruptcy proceedings.

18. **RESTRICTIONS ON SALE OR DISPOSITION.** Owner acknowledges that a state or federal law or regulation may restrict Bank's sale or disposition of certain portions of the Collateral. As a result, such restriction may cause the Collateral to have less value than it otherwise would have had. In all cases, however, any such sale or disposition will be held in accordance with applicable Missouri and federal laws and regulations.

19. **PROTECTION OF COLLATERAL.** Bank is hereby appointed as the attorney-in-fact for Owner to do anything, at Bank's option, Bank deems reasonably necessary to perfect its security interest in the Collateral and to protect the Collateral and to continue Bank's security interest in the Collateral, including, but not limited to, the following:

- A. pay and discharge taxes, liens, security interests or other encumbrances at any time levied or placed on the Collateral;
- B. pay any rents or other charges under any lease affecting the Collateral;
- C. place and pay for insurance on the Collateral;
- D. order and pay for the repair, maintenance and preservation of the Collateral; or
- E. to sign, when permitted by law, and file any financing statements on behalf of Owner and to pay for filing and recording fees at Owner's expense, pertaining to the Collateral.

Bank is under no duty to preserve or protect any Collateral until Bank is in actual, or constructive, possession of the Collateral. For purposes of this paragraph, Bank shall only be deemed to be in "actual" possession of the Collateral when Bank has physical, immediate and exclusive control over the Collateral and has affirmatively accepted such control. Further, Bank shall only be deemed to be in "constructive" possession of the Collateral when Bank has both the power and the intent to exercise control over the Collateral. Owner shall reimburse Bank on demand, but no later than 10 days after notice from Bank, for any payment made or expense incurred by Bank pursuant to this Agreement. The amounts for such payments and expenses shall be added to the Obligations and shall earn interest at the same rate as the principal balance owed on the Note from the date payment is made (or the expense is incurred) until paid.

20. **FINANCIAL STATEMENTS.** Until the Obligations are paid in full, Owner shall furnish Bank upon Bank's request and in the event of no request, at least annually, a current financial statement of Owner, which is certified by Owner and Owner's accountant to be true and accurate.

21. **DURATION OF SECURITY INTEREST.** This Agreement shall continue in full force and effect and the security interest granted herein and all representations, warranties, covenants and agreements of Owner and all of the terms, conditions and provisions relating thereto shall continue to be

fully operative until (a) Owner and/or Borrower shall have paid or caused to be paid, or otherwise discharged, all of the Obligations to Bank and (b) there shall be no remaining obligation of Bank to advance funds to Owner and/or Borrower under any loan agreement or credit agreement or otherwise.

22. **RELEASES BY BANK.** Owner agrees that Bank may, without notice and without releasing any of the obligations of any of the remaining parties:
- A. release any security interest for the Obligations; or
 - B. release any of the Collateral; or
 - C. release any party to the Obligations, any guaranty or this Agreement.
23. **GENERAL WAIVER BY OWNER.** Owner hereby waives and releases Bank from all claims for loss or damage caused by any act or omission of Bank, its officers, directors, employees or agents, except for willful misconduct.
24. **WAIVER OF JURY TRIAL.** To the extent permitted by law, Owner, Borrower and Bank hereby waive the right, which the party may have, to a trial by jury in respect to any litigation arising from the Obligations, or any other agreement executed in conjunction with this Loan. Owner, Borrower and Bank each acknowledge that this paragraph has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.
25. **TERM.** This Agreement shall remain in effect until terminated in writing.
26. **GENERAL PROVISIONS.**
- A. **TIME IS OF THE ESSENCE.** Time is of the essence in Owner's performance of all duties and obligations imposed by this Agreement.
 - B. **NO WAIVER BY BANK.** Bank's course of dealing, or Bank's forbearance from, or delay in, the exercise of any of Bank's rights, remedies, privileges or right to insist upon Owner's strict performance of any provisions contained in this Agreement, or other loan documents, shall not be construed as a waiver by Bank, unless any such waiver is in writing and is signed by Bank. The execution of this Agreement shall not impair any other security Bank may have or acquire in the future for the Obligations. The taking of any other security or the releasing of any security for the Obligations shall not impair this Agreement. Bank may resort to any security Bank may have for the Obligations in any order Bank may deem proper.
 - C. **AMENDMENT.** The provisions contained in this Agreement may not be amended, except through a written amendment which is signed by Owner and Bank.
 - D. **INTEGRATION CLAUSE.** This written Agreement and all documents executed concurrently herewith, represent the entire understanding between the parties as to the Obligations and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties.
 - E. **FURTHER ASSURANCES.** Owner agrees, upon request of Bank and within the time Bank specifies, to provide any information, and to execute, acknowledge, deliver and record or file such further instruments or documents as may be required by Bank to secure the Note or confirm any lien.
 - F. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of MISSOURI, provided that such laws are not otherwise preempted by federal laws and regulations.
 - G. **FORUM AND VENUE.** In the event of litigation pertaining to this Agreement, the exclusive forum, venue and place of jurisdiction shall be in the State of MISSOURI, unless otherwise designated in writing by Bank or otherwise required by law.
 - H. **SUCCESSORS.** This Agreement shall inure to the benefit of and bind the heirs, personal representatives, successors and assigns of the parties; provided however, that Owner may not assign, transfer or delegate any of the rights or obligations under this Agreement.
 - I. **NUMBER AND GENDER.** Whenever used, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.
 - J. **DEFINITIONS.** The terms used in this Agreement, if not defined herein, shall have their meanings as defined in the other documents executed contemporaneously, or in conjunction, with this Agreement.
 - K. **PARAGRAPH HEADINGS.** The headings at the beginning of any paragraph, or any subparagraph, in this Agreement are for convenience only and shall not be dispositive in interpreting or construing this Agreement.
 - L. **IF HELD UNENFORCEABLE.** If any provision of this Agreement shall be held unenforceable or void, then such provision to the extent not otherwise limited by law shall be severable from the remaining provisions and shall in no way affect the enforceability of the remaining provisions nor the validity of this Agreement.
 - M. **AUTHORITY TO MAKE AND USE COPIES.** Owner authorizes Bank to make copies, photocopies, reproductions and other facsimiles (Copies) of this Agreement and any Financing Statement related to the Collateral for the purpose of filings or any other purpose, as if such Copies were the original.
 - N. **FILING AS FINANCING STATEMENT.** Owner agrees and acknowledges that this Agreement also suffices as a financing statement and as such, may be filed of record as a financing statement for purposes of Article 9 of the MISSOURI Uniform Commercial Code. A carbon, photographic or other reproduction of this Agreement is sufficient as a financing statement.
27. **SIGNATURES.** By Owner's signature below, Owner agrees and acknowledges that Owner is signing in all represented capacities (whether Owner, Borrower or both) as they appear in the paragraph titled "DATE AND PARTIES" of this Agreement.
28. **RECEIPT OF COPY.** By signing this Agreement, Owner acknowledges that Owner has read this Agreement and a copy of this Agreement was delivered to and received by Owner.

OWNER:

MIDWEST LOCOMOTIVE LEASING & SALES, INC.
a MISSOURI corporation

By:


ROBERT P. RAMM, PRESIDENT

[Corporate Seal*]

Attest

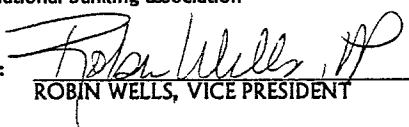
(*Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)

BANK:

COUNTRY CLUB BANK
a national banking association

[Corporate Seal*]

By:


ROBIN WELLS, VICE PRESIDENT

Attest

(*Corporate seal may be affixed, but failure to affix shall not affect validity or reliance.)

THIS IS THE LAST PAGE OF A 5 PAGE DOCUMENT. EXHIBITS AND/OR ADDENDA MAY FOLLOW.

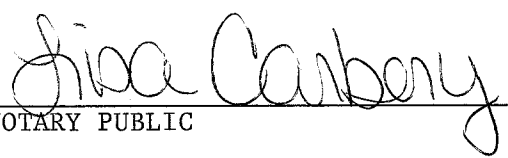
STATE OF MISSOURI)

SS.

COUNTY OF JACKSON)

On this 28th day of October, 1998, before me appeared Robert P. Ramm, to me personally known, who, being by me duly sworn, did say that he is the President of Midwest Locomotive Leasing & Sales, Inc. created and existing under the laws of the State of Missouri, and that said instrument was signed in behalf of said corporation by authority of its board of directors and said Robert P. Ramm acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal in teh County and State aforesaid, the day and year first above written.


NOTARY PUBLIC

My Commission Expires:

LISA M. CARBERY
Notary Public - State of Missouri
Commissioned in Jackson County
My Commission Expires Feb. 18, 2002